

1 Jason M. Peck, Esq.
 Nevada Bar No. 10183
 2 THE COOPER CASTLE LAW FIRM, LLP
 5275 South Durango Drive
 3 Las Vegas, Nevada 89113
 (702) 435-4175 Telephone
 4 (702) 877-7424 Facsimile
 5 Email: japeck@ccfirm.com
 Attorneys for Plaintiff

6 **UNITED STATES DISTRICT COURT**
 7 **DISTRICT OF NEVADA**

8 BMO HARRIS BANK, N.A. successor to)
 9 MARSHALL AND ILSLEY BANK, FSB aka)
 10 M&I Bank, FSB)

Case No.: 2:12-cv-01448-RCJ-GWF

11 Plaintiff,

12 vs.

STIPULATED PROTECTIVE ORDER

13 ALI KALAMCHI, an individual; DOES I)
 through V, inclusive and ROE)
 14 CORPORATION I through V, inclusive.)

15 Defendants.)

16 ALI KALAMCHI, an individual; DOES I)
 17 through V, inclusive and ROE)
 CORPORATION I through V, inclusive.)

18 Counterclaimant,

19 vs.

20 BMO HARRIS BANK, N.A. successor to)
 21 MARSHALL AND ILSLEY BANK, FSB aka)
 M&I Bank, FSB)

22 Counter-defendant.)
 23)
 24)
 25)

1 Plaintiff/Counterdefendant BMO HARRIS BANK, N.A. successor to MARSHALL
2 AND ILSLEY BANK, FSB aka M&I BANK, FSB (hereinafter "Plaintiff") and
3 Defendant/Counterclaimant ALI KALAMCHI (hereinafter "Defendant") stipulate to the
4 following terms regarding a protective Order of confidentiality (the "Protective Order") and
5 request that the Court enter a corresponding order:

6 1. Documents labeled BMO 0001293 - 0001302 are Plaintiff's short sale policies
7 and procedures, and are to be considered CONFIDENTIAL INFORMATION.
8

9 2. Defendant's access to CONFIDENTIAL INFORMATION shall be limited to the
10 Defendant's attorney, the attorney's employees, Defendant's witnesses and potential witnesses,
11 and outside experts or other consultants retained to assist the Defendant's prosecution or defense
12 of this action. Such access shall only be for the purposes of this litigation and not for any other
13 purpose. Defendant's witnesses and potential witnesses may only view CONFIDENTIAL
14 INFORMATION in the presence of Defendant's counsel, with the following exception:

15 Defendant's counsel may allow access to CONFIDENTIAL INFORMATION by consultants,
16 including consultants designated to testify as expert witnesses, provided such experts and
17 consultants are not current directors, officers or employees of any competitor of Plaintiff. Any
18 such expert or consultant shall be first provided with a copy of this Protective Order and before
19 receiving or having access to CONFIDENTIAL INFORMATION, such experts and consultants
20 shall execute a Promise of Confidentiality ("Promise") in the form attached as Exhibit A.

21 Counsel of Record disclosing CONFIDENTIAL INFORMATION, to consultants shall be
22 responsible for obtaining the executed undertaking in advance of such disclosure and also shall
23 retain the original executed copy of said undertaking. Consultants and experts are hereby
24 specifically advised that their written work product which contains or discloses the substance of
25

1 the CONFIDENTIAL INFORMATION is subject to all of the provisions of this Protective
2 Order.

3 3. CONFIDENTIAL INFORMATION shall not be disclosed or communicated to
4 any person except Plaintiff's employees and the attorneys for the parties and their employees
5 unless and until that person has been given a copy of this Protective Order and has signed the
6 Promise, that he or she has received and agreed to comply with its terms. Copies of the Promise
7 shall be retained by counsel for the party having the same executed, and upon a showing of good
8 cause to the satisfaction of the Court disclosed to counsel for the opposing party.
9

10 4. Persons receiving CONFIDENTIAL INFORMATION shall maintain all
11 CONFIDENTIAL INFORMATION in a secure location reasonably designed to protect the
12 confidential and proprietary nature of the CONFIDENTIAL INFORMATION.

13 5. CONFIDENTIAL INFORMATION shall not be produced, disclosed, or
14 otherwise utilized in any other litigation, whether or not that litigation involves parties to this
15 case. Further, no CONFIDENTIAL INFORMATION shall be disseminated to or shared with
16 any organization or entity, or any representative thereof, that regularly disseminates documents
17 or information regarding documents, including abstracts or summaries, or any other records as a
18 service to its members, subscribers, or others, or the representative of such an organization or
19 entity.
20

21 6. If a person in possession of CONFIDENTIAL INFORMATION receives any
22 subpoenas, requests for production or other forms of discovery in connection with other
23 litigation seeking CONFIDENTIAL INFORMATION, that person will immediately notify
24 counsel of record for BMO Harris Bank, N.A., and provide such counsel with a copy of the
25 subpoena or other discovery request. If Plaintiff or its successor in interest acts timely to file a

1 motion to quash or motion for protective order seeking to protect the CONFIDENTIAL
2 INFORMATION's disclosure, any person receiving a subpoena or other form of discovery as
3 set forth in the preceding sentence shall not produce any CONFIDENTIAL INFORMATION
4 until there has been a determination by a Court or other binding authority on Plaintiff's request
5 to quash the subpoena or otherwise protect the CONFIDENTIAL INFORMATION.

6 7. Any CONFIDENTIAL INFORMATION to be filed with the Court, or any
7 pleading, motion, transcript, exhibit, or other material that incorporates or includes
8 CONFIDENTIAL INFORMATION, shall be filed under seal in accordance with LR 10-5(b).

9 8. CONFIDENTIAL INFORMATION that is submitted to the Court for *in camera*
10 review shall be submitted in accordance with LR 10-5, i.e., material will be submitted in an
11 envelope that bears a captioned cover sheet marked "For in camera review only." When the
12 Court has completed its review of such materials, the materials will be returned to the party that
13 submitted them.

14 9. In the event that Defendant wishes to disclose or discuss CONFIDENTIAL
15 INFORMATION in the course of a deposition, the Defendant shall not show or disclose
16 CONFIDENTIAL INFORMATION to the deponent without the deponent and any other person
17 at the deposition first being given a copy of this Order and having signed the Promise of
18 Confidentiality (Exhibit A).

19 10. Should Defendant disclose CONFIDENTIAL INFORMATION to any
20 unauthorized person, Defendant shall promptly inform the unauthorized person of the provisions
21 of this Protective Order, attempt to retrieve the CONFIDENTIAL INFORMATION, ask the
22 unauthorized person to sign the Promise of Confidentiality (Exhibit A), and notify counsel of
23 record for BMO Harris Bank, N.A. of the unauthorized disclosure.
24
25

1 11. Any party may contest confidentiality designations at any time in the litigation if
2 any party seeks to use or disclose any specific items in the CONFIDENTIAL INFORMATION
3 which the party contends is not confidential, or if any dispute arises as to whether any specific
4 items in the CONFIDENTIAL INFORMATION are confidential, then the Parties shall try first
5 to resolve such dispute in good faith on an informal basis within 5 business days of written
6 notice. If the Parties are unable to resolve their dispute informally, a party may contest the
7 designation of such specific items as confidential. The party contesting the designation may file
8 a motion with the Court seeking the Court's ruling as to the confidential nature of the specific
9 materials and whether the materials may be used in the manner described by the disclosing
10 party.
11

12 12. The restrictions provided for herein shall not terminate upon the conclusion of
13 this action but shall continue until further order of this Court.

14 ///
15 ///
16 ///

1 13. The provisions of this Protective Order shall survive the termination of this
2 action. Within 30 days of the termination of this action (including appeals), Defendant shall
3 return all CONFIDENTIAL INFORMATION to counsel of record for BMO Harris Bank, N.A.
4 without keeping any copies (paper, electronic, or otherwise). Defendant is responsible for
5 retrieving CONFIDENTIAL INFORMATION from his retained experts and consultants.

6 DATED this 4 day of June, 2013.

DATED this 6th day of June, 2013

7 THE COOPER CASTLE LAW FIRM, LLP

FOX ROTHSCHILD, LLP

8 

9 

10 Jason M. Peck, Esq.
11 Nevada Bar No. 10183
12 5275 South Durango Drive
Las Vegas, NV 89113
Attorneys for Plaintiff

John Gutke, Esq.
Nevada Bar No. 10062
3800 Howard Hughes Parkway, Suite 500
Las Vegas, Nevada 89169
Attorneys for Defendant

13
14
15 **IT IS SO ORDERED:**

16 
17 UNITED STATES MAGISTRATE JUDGE

18 DATED: June 10, 2013

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BMO HARRIS BANK, N.A. successor to)
MARSHALL AND ILSLEY BANK, FSB aka)
M&I Bank, FSB)

Case No.: 2:12-cv-01448-RCJ-GWF

Plaintiff,

vs.

PROMISE OF CONFIDENTIALITY

ALI KALAMCHI, an individual; DOES I)
through V, inclusive and ROE)
CORPORATION I through V, inclusive.)

Defendants.

ALI KALAMCHI, an individual; DOES I)
through V, inclusive and ROE)
CORPORATION I through V, inclusive.)

Counterclaimant,

vs.

BMO HARRIS BANK, N.A. successor to)
MARSHALL AND ILSLEY BANK, FSB aka)
M&I Bank, FSB)

Counterdefendants.

1. My name is _____ . I

live at _____ .

2. I have received, reviewed, and agree to be fully bound by the terms of the Stipulated Protective Order entered in the above-referenced lawsuit. Accordingly, I promise to use the CONFIDENTIAL INFORMATION only in connection with assisting counsel of record for a party in the prosecution or defense of this matter.

1 3. I further promise that I will not disclose or discuss such CONFIDENTIAL
2 INFORMATION with any person other than counsel of record for the parties or counsel's
3 employees. If I am an outside expert or consultant retained by a party's counsel, I may discuss
4 and share CONFIDENTIAL INFORMATION with my employees who assist me in my work
5 for such counsel.

6 4. I promise that I will not attempt or assist in any attempt to seek permission from
7 any other court to access the CONFIDENTIAL INFORMATION for use in other litigation or
8 for any other purpose.

9 5. I understand that the use of the CONFIDENTIAL INFORMATION in any
10 manner contrary to the provisions of the Stipulated Protective Order or this Promise of
11 Confidentiality may subject me to sanctions by this Court, and I consent to the jurisdiction of
12 this Court to enforce any such order.

13 6. I promise to return the CONFIDENTIAL INFORMATION upon request by
14 counsel of record for the parties.
15

16
17
18 _____
Signature

Date